

### **REMARKS**

Claims 1-14 and 26-28 are currently pending in the application. By this amendment, claim 1 is amended and claims 26-28 are added for the Examiner's consideration. The above amendments do not add new matter to the application and are fully supported by the original disclosure. For example, support for the amendments is provided in the claims as originally filed, at Figures 2, and at pages 6-8 of the specification. Reconsideration of the rejected claims in view of the above amendments and the following remarks is respectfully requested.

#### ***Examiner Interview***

Applicants appreciate the courtesies extended by the Examiner during a personal interview with Applicants' representatives on May 1, 2008. During this interview, the claimed invention and the art of record, in particular, the Pervan reference, were discussed. In accordance with the interview, Applicants submit that independent claim 1 is distinguishable over Pervan. In addition, claims 26-28 are added which further provides distinguishing features of the claimed invention.

#### ***Re-opening of Prosecution***

Applicants thank the Examiner for re-opening prosecution by withdrawing the finality of the previous Office Action (dated November 19, 2007) and issuing the new outstanding non-final Office Action.

#### ***35 U.S.C. §102 Rejection***

Claims 1-25 were rejected under 35 U.S.C. §102(e) as being anticipated by or, in the alternative, under 35 U.S.C. 103(a) as obvious over U.S. Patent No. 7,137,229 issued to Pervan ("Pervan").<sup>1</sup> This rejection is respectfully traversed.

Regarding the anticipation rejection under §102, Applicants note that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). See MPEP §2131.

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<sup>1</sup> Claims 15-25 are canceled, as set forth in the Amendment dated April 27, 2006.

Regarding the alternative obviousness rejection under §103, Applicants submit that one of the requirements to establish a *prima facie* case of obviousness is that all claim limitations must be taught or suggested by the prior art. *See, In re Royka*, 490 F.2d 981, 985, 180 USPQ 580, 583 (CCPA 1974); *see also, In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991). Applicants submit that Pervan fails to disclose or suggest each and every feature of the claimed invention, such that Pervan does not anticipate or render obvious the claimed invention.

#### Claim 1

As discussed during the personal interview, the invention relates to a process for finishing a wooden board that can be used, for example, for furniture construction and flooring panels. The process of manufacturing the flooring panels includes providing a printing on the protective layer of melamine resin, which avoids the use of a paper layer and ensures that the printing will not impregnate the board. As discussed at page 7 of Applicants' application, this provides benefits over systems that use paper layers:

The fact that the decoration is printed onto the board means that not only are the problems associated with the paper growth avoided but also the handling associated with laying the paper web on the upper side of the board. As a result of applying the sealing layer to the substrate board, the printing ink is prevented from being absorbed by the substrate board, which would be the case without the sealing layer, since the substrate board as such is absorbent.

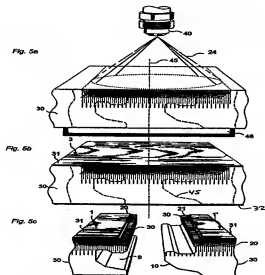
In particular, independent claim 1 recites:

Process for finishing a wood or wooden board, in particular an MDF or HDF board with an upper side and an underside, comprising the following steps:

- a) applying a sealing layer of melamine resin to the upper side of the board,
- b) printing a decoration onto the sealing layer,
- c) applying a protective layer of melamine resin to the decoration, and
- d) pressing the board under the action of temperature until the protective layer and the sealing layer melt and bond to each other with the inclusion of the decoration printed thereon.

As discussed during the interview, the Examiner generally asserts that Pervan discloses these features at lines 20-52 of col. 2, lines 20-30 of col. 3, lines 16-22 of col. 6, and the claims. However, as discussed during the interview, Pervan does not disclose *applying a sealing layer of melamine resin to the upper side of the board and printing a decoration onto the sealing layer*. Instead, Pervan uses a paper layer and a much different process. For example, Pervan discloses providing a wear layer 34, a decorative layer 35 of paper impregnated with melamine, and reinforcing layers 36a, 36b onto a core 32 of a board. These layers combine to form surface layer 31 upon pressing under heat. See, e.g., lines 1-12 of col. 7, and FIGS. 2a and 2b. Of particular note is that Pervan discloses applying stained impregnating material 24 to the core surface of board in the area of the joints prior to applying a decorative paper layer which is impregnated with melamine.

Also, Pervan realized the problem associated with paper growth, but solves this problem in a much different manner than the claimed invention. As discussed above, Pervan discloses the use of a paper decorative layer, but Pervan discloses removing the paper layer 35 in the vicinity of the joint 20, 21, to avoid problems associated with paper growth at the joint. (col. 7, lines 27-39). More specifically, in Fig. 5a, Pervan discloses apply stained impregnating material 24 to the core surface of board in the area of the joints (before applying surface layer 31). Fig. 5b shows applying a surface layer 31 to the board. And, Fig. 5c shows partially removing the surface layer 31 in the area of the joint 20, 21 to expose the stained and uncovered core. (col. 7, lines 40-56). This is much different than the processes of the claimed invention, which avoids the use of paper altogether.



Applicants also acknowledge, as the Examiner correctly notes, that Pervan discloses a different method in the Background section. Specifically, Pervan states: “A decorative pattern can be printed on the surface of the core, which is then, for example, coated with a wear layer” (col. 2, lines 48-50). However, in this alternative method, Pervan does not disclose *applying a sealing layer of melamine resin to the upper side of the board*, as recited in claim 1. As Pervan does not disclose a sealing layer, it follows that Pervan cannot reasonably be said to disclose *printing a decoration onto the sealing layer*, as recited in claim 1.

Furthermore, it is not a trivial task to print directly on the melamine sealing layer, as is done in exemplary embodiments of the invention. Prior art systems, such as Pervan, utilize a printed paper layer due to the fact that it is a relatively simple feat to print a pattern onto a paper sheet and then transfer that paper sheet to a substrate. However, this simplicity comes at a price: the negative effects of paper growth. Applicants invention avoids the problems associated with paper growth by eliminating the use of paper. Since no paper layers are used to provide the decoration in Applicants’ invention, the inventive boards are safe against distortion.

For these reasons, Applicants submit that Pervan fails to disclose or suggest all of the features of independent claim 1. Therefore, Pervan does not anticipate or render obvious the invention recited in claim 1. Claims 2-14 depend from claim 1 and are distinguishable from Pervan at least for the reasons discussed above with respect to claim 1. Moreover, Pervan fails to disclose or suggest many of the additional features recited in these dependent claims.

#### Claim 4

Claim 4 depends from claim 1, and additionally recites *a plurality of individual layers are applied for at least one of the sealing layer and the protective layer and each individual layer dries out before the application of the next*. As discussed during the interview, Pervan does not disclose or suggest applying a plurality of sealing or protective layers, much less allowing each individual layer to dry before application of the next layer.

Moreover, the Examiner fails to even address the language of claim 4 in the rejection. This makes the rejection fatally defective on its face, since MPEP §2143.03 states: “[a]ll words in a claim must be considered in judging the patentability of that claim against the prior art.” *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). Moreover, 37 C.F.R.

§1.104 states: “[t]he examination shall be complete with respect both to compliance of the application or patent under reexamination with the applicable statutes and rules and to the patentability of the invention as claimed ...” (emphasis added). Moreover, MPEP §707.07(d), states that “[a] plurality of claims should never be grouped together in a common rejection, unless that rejection is equally applicable to all claims in the group.” In this case, the Examiner has improperly grouped claim 4 with the rejection of other claims while failing to address the language of claim 4.

#### Claim 5

Claim 5 depends indirectly from claim 1, and additionally recites *the board is ground before the sealing layer is applied*. Pervan does not disclose or suggest grinding the core before applying a sealing layer. In fact, this would not even be contemplated by Pervan as this would prevent the paper layer from being applied in a smooth manner, which would destroy the aesthetics of the panel, itself. Moreover, the Examiner fails to even address the features of claim 5 in the rejection, which renders the rejection improper under MPEP 2143.03, 37 C.F.R. 1.104, and MPEP 707.07(d).

#### Claims 8 and 9

Claims 8 and 9 depend indirectly from claim 1, and additionally recite mixing/scattering *at least one of antibacterial and antistatic additives* into/onto a layer of the protective layer. Pervan does not disclose or suggest antibacterial and antistatic additives.

The Examiner asserts that “it would have been obvious to choose binding polymers ... and add abrasion resistant granules to the wear layer or other additives to individual layers, since such is common practice in the art for increasing wear resistance.” The Examiner’s explanation regarding additives for wear resistance, however, does not address the claimed features of *antibacterial and antistatic additives*. Therefore, the Examiner fails to address the features of claims 8 and 9 in the rejection, which renders the rejection improper under MPEP 2143.03, 37 C.F.R. 1.104, and MPEP 707.07(d).

#### Claim 14

Claim 14 depends from claim 1, and additionally recites *a structure or at least one V joint is impressed into the protective layer*. Pervan does not disclose or suggest impressing a V joint into the protective layer. Moreover, the Examiner fails to even address the features of claim 14 in the rejection, which renders the rejection improper under MPEP 2143.03, 37 C.F.R. 1.104, and MPEP 707.07(d).

For all of the above reasons, Applicants submit that claims 1-14 are distinguishable from Pervan. Moreover, claims 15-25 were canceled in the Amendment dated April 27, 2006, thereby rendering the rejection of these claims moot.

Accordingly, Applicants respectfully request that the §102/103 rejection of claims 1-25 be withdrawn.

#### ***New Claims***

Claims 26-28 are added by this amendment. These claims depend from claim 1, and are distinguishable from the applied art at least for the reasons discussed above with respect to claim 1. Moreover, these claims recites features that are not disclosed or suggest by the applied art.

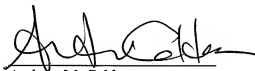
#### ***Other Matters***

By this response, claim 1 is amended to correct a typographical error.

### CONCLUSION

In view of the foregoing remarks, Applicants submit that all of the claims are patentably distinct from the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue. The Examiner is invited to contact the undersigned at the telephone number listed below, if needed. Applicants hereby make a written conditional petition for extension of time, if required. Please charge any deficiencies in fees and credit any overpayment of fees to Attorney's Deposit Account No. 19-0089.

Respectfully submitted,  
Frank OLDORFF

A handwritten signature in black ink, appearing to read 'Andrew M. Calderon', written over a horizontal line.

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